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Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric Company
☐ Affects both Debtors

** All papers shall be filed in the lead case,
No. 19-30088 (DM)*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case) (Jointly Administered)

**STIPULATION BETWEEN DEBTOR
PACIFIC GAS AND ELECTRIC
COMPANY AND MOVANTS MARINA
AND MIKHAIL GELMAN FOR LIMITED
RELIEF FROM THE AUTOMATIC STAY**

[Relates to Dkt. Nos. 1310, 3617]

[Resolving Motion Set for Hearing
September 25, 2019 at 9:30 am]

1 This stipulation (the “**Stipulation**”) is entered into by and between Pacific Gas and Electric
2 Company (the “**Utility**” or the “**Debtor**”), as debtor and debtor in possession, and movants Marina
3 and Mikhail Gelman (the “**Gelmans**”). The Debtor and the Gelmans are referred to in this
4 Stipulation collectively as the “**Parties**,” and each as a “**Party**.” The Parties hereby stipulate and
5 agree as follows:

6 **RECITALS**

7 A. On April 10, 2019, the Gelmans filed the *Motion for Relief from the Automatic Stay*
8 *and Abstention Pursuant to 28 U.S.C. 1334(c)(1)* [Dkt. 1310] (the “**Initial Relief from Stay**
9 **Motion**”), superseding a similar motion filed on April 3, 2019 [Dkt. 1201].

10 B. The Court held a preliminary hearing on the Initial Relief from Stay Motion on May
11 9, 2019, and on May 13, 2019, issued its Memorandum Decision [Dkt. No. 1982] continuing the
12 preliminary hearing to September 10, 2019 (subsequently continued by agreement of the Parties
13 to September 25).

14 C. On August 20, 2019, the Gelmans filed the *Supplement to Their Motion for Relief*
15 *from the Automatic Stay and Abstention Pursuant to 28 U.S.C. 1334(c)(1); Objection to the*
16 *Bankruptcy Court Adjudicating Movants’ Personal Injury Claims* [Dkt. 3617] (the “**Supplemental**
17 **Relief from Stay Motion**,” and, together with the Initial Relief from Stay Motion, the “**Relief**
18 **from Stay Motion**”).

19 D. The Gelmans seek relief from the automatic stay to prosecute their personal injury
20 claims against the Utility in *Marina and Mikhail Gelman v. Pacific Gas and Electric Company,*
21 *City and County of San Francisco, and Blue Plantain, LLC*, Case No. CGC-17-556763 (the “**State**
22 **Court Action**”) pending in the Superior Court of California, County of San Francisco (the
23 “**Superior Court**”).

24 E. The State Court Action arises out of an injury suffered by Ms. Gelman when she
25 allegedly tripped on a Utility vault located in a public sidewalk in San Francisco in front of a
26 restaurant owned by Blue Plantain, LLC.

1 F. The Gelmans filed the State Court Action on January 31, 2017. The Utility served
2 its answer on October 10, 2017.

3 G. The State Court Action initially was set for jury trial on August 27, 2018, and was
4 reset first to April 22, 2019 and again to December 16, 2019 (the “**Trial**”).

5 H. The Debtor and its parent, PG&E Corporation (collectively the “**Debtors**”), filed
6 these Chapter 11 Cases on January 29, 2019 (the “**Petition Date**”).

7 I. The Utility filed the *Notice of Bankruptcy Filing and Imposition of Automatic Stay*
8 in the State Court Action on February 4, 2019. The automatic stay applicable to the State Court
9 Action has remained in effect as to the Debtors since the Petition Date.

10 **NOW, THEREFORE, IT HEREBY IS STIPULATED AND AGREED BY AND**
11 **BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES**
JOINTLY REQUEST THE COURT TO ORDER, THAT:

12 1. This Stipulation shall be effective upon entry of an order by this Court
13 approving it, and resolves the Relief from Stay Motion.

14 2. The automatic stay shall initially and immediately be modified solely as
15 follows:

16 a. To permit the Parties to participate in a mediation to attempt to
17 resolve the claims against the Utility and its co-defendants alleged
18 in the State Court Action (the “**Mediation**”). The Parties shall use
19 their best efforts to schedule the Mediation within sixty days of the
20 filing of this Stipulation. The automatic stay shall remain in place
21 for all other purposes during this time.

22 b. To permit counsel for the Gelmans to obtain and file (and, so
23 desired, obtain approval of the Superior Court to) a stipulation in the
24 State Court Action among all the parties to that action (including the
25 Debtor) confirming the parties’ agreement to the proposed schedule
26 laid out herein.

1 3. If the Mediation does not result in a settlement, the Gelmans' claim will be
2 liquidated through the State Court Action, and the automatic stay applicable to the State Court
3 Action shall be lifted for all purposes on the sixtieth day after the Mediation concludes (but in
4 any event not later than January 15, 2020), except that the stay shall remain in effect as to any
5 judgment that might be obtained against the Utility, and no such judgment shall be enforced
6 without further relief from the automatic stay.

7 4. If the Mediation does not result in a settlement, the Parties shall use best
8 efforts to schedule the Trial on June 1, 2020, or as soon thereafter as the Superior Court's
9 calendar will permit. The Debtor has agreed to this trial schedule in recognition of the specific
10 medical circumstances of one of the Gelmans, unrelated to the alleged injury that is the subject
11 of the State Court Action.

12 5. Nothing in this Stipulation shall relieve the Gelmans of any applicable
13 requirement to file a timely proof of claim in the Debtor's Chapter 11 Case.

14
15 Dated: September 19, 2019

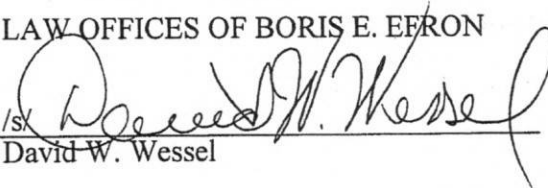
16 WEIL, GOTSHAL & MANGES LLP
17 KELLER & BENVENUTTI LLP

18 /s/ 
Peter J. Benvenuti

19 *Attorneys for Debtors*
20 *and Debtors in Possession*

Dated: September 19, 2019

LAW OFFICES OF BORIS E. EFRON

18 /s/ 
David W. Wessel

19 *Attorneys for Movants Marina Gelman*
20 *and Mikhail Gelman*